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Final  
CL/5634

**AGREEMENT  
BETWEEN  
MINEOLA UNION FREE SCHOOL DISTRICT  
AND  
MINEOLA UNION FREE SCHOOL DISTRICT  
CLERICAL/SECRETARIAL EMPLOYEES  
ASSOCIATION**

**JULY 1, 2004  
TO  
JUNE 30, 2007**

**RECEIVED**

**JAN 19 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**ARTICLE I**  
**AGREEMENT: PARTIES AND DURATION**

1. This agreement made and entered into this       day of       2005, by and between the Board of Education of the Mineola Union Free School District ("the Board") and the Mineola Union Free School District Clerical/Secretarial Employees Association (MUFSDCSEA) effective as of July 1, 2004 through and including June 30, 2007.

**ARTICLE II**  
**RECOGNITION AND UNIT DESCRIPTION**

1. The Board hereby recognizes the MUFSDCSEA as the exclusive negotiating representative for an appropriate employer-employee negotiating unit, including:

Principal Account Clerk  
Principal Clerk  
Senior Account Clerk  
Stenographic Secretary  
Account Clerk  
Senior Stenographer  
Principal Typist Clerk  
Senior Typist Clerk  
Stenographer  
Senior Library Clerk  
Telephone Operator  
Typist Clerk  
Clerk

The negotiating unit includes all positions listed in Section 1 of this article and employees.

2. Part-time employees employed under the Civil Service Rules and Regulations are also included in this unit. The hourly rate for regular part-time clerical employees shall be noted on Schedules "A", "C" and "E".

**ARTICLE III**  
**MANAGEMENT RIGHTS RESERVED: SEPARABILITY**

**1. Subject to provisions of applicable law and except as specifically and validly modified by this Agreement, it is recognized by the parties hereto that the District reserves to itself the right:**

- **To determine the standards of service to be performed by its various employees;**
- **To determine the standards of selection for employment;**
- **To direct its employees in the performance of their duties;**
- **To regulate work schedules;**
- **To take disciplinary action;**
- **To relieve its employees from duty because of lack of work or for any other legitimate reason;**
- **To maintain the efficiency of the operations of the District;**
- **To determine the methods, the means, and the personnel by which the District operations shall be conducted;**
- **To determine the content of job classifications;**
- **To take all necessary actions to carry out its functions as a Board of Education;**
- **To exercise complete control and direction of its organization and the technology of its operations;**
- **To set policy for the District and to determine, promulgate, amend, notify or repeal rules and regulations for implementation of such policy; and**
- **To take any and all other action which it may deem necessary to the orderly operation of the business of the District.**

**2. a. If any provision of this Agreement shall at any time be held invalid by a tribunal of competent jurisdiction, such ruling shall not have the effect of invalidating the entire Agreement, it being the intention of the parties that all other provisions of this Agreement not adjudged null and void shall remain in full force and effect.**

**b. In the event the parties agree to meet promptly to arrange whatever changes or substitutions in this Agreement they may then agree upon.**

**ARTICLE IV**  
**MUFSDCSEA MEMBERSHIP: DUES DEDUCTION**

1. Employees have the right to join or not to join the MUFSDCSEA but membership shall not be a prerequisite for employment or a continuation of employment or for representation.
2. For the duration of this contract, any member of this unit who elects not to be a member of the MUFSDCSEA shall pay an agency fee to the MUFSDCSEA. The amount of such fee shall be determined by the MUFSDCSEA in accordance with New York State Law, but shall not exceed the normal dues of the MUFSDCSEA. Such fee may be certified by the MUFSDCSEA to the District for payroll deduction, but the MUFSDCSEA specifically agrees to save the District harmless against any claims by employees or others in carrying out the deduction of such fee for the MUFSDCSEA, or for any costs arising from defense against such claims.
3. Employees may at any time of this Agreement, sign and deliver to the Board a payroll deduction form to cover dues assessed by the MUFSDCSEA.
4. Sufficient copies of the final consummate Agreement will be furnished to the MUFSDCSEA for distribution to all unit employees.

**ARTICLE V**  
**ASSOCIATION MEETINGS**

1. The Executive Board of the MUFSDCSEA may hold an average of one meeting per month on school premises, after work hours at a location designated by the Superintendent of Schools.

**ARTICLE VI**  
**ACCESS TO SUPERINTENDENT OF SCHOOLS**

1. The MUFSDCSEA shall have an opportunity upon reasonable notice to discuss with the Superintendent of Schools, topics of mutual interest.

**ARTICLE VII**  
**SCHOOL CALENDAR**

1. The MUFSDCSEA shall be consulted for comments in the formulation of the School Calendar.

**ARTICLE VIII**  
**WORK SCHEDULES**

1. The work year shall be defined as follows:
  - a. July 1 through June 30 for twelve (12) month employees.
  - b. From September 1 through June 30 for ten (10) month employees.
2. The normal work day shall be as follows:
  - a. Monday through Thursday, 8:00 am to 4:00 pm (inclusive of one (1) hour for lunch); Friday plus the day before holiday(s) and/or school recess, 8:00 am to 3:30 pm (inclusive of one (1) hour for lunch).
  - b. The beginning and ending hours may be adjusted in each building, as long as the hours are not increased (i.e., 7:00 am - 3:00 pm; 7:30 am - 3:30 pm; 8:30 am - 4:30 pm).
3. Summer and Recess hours shall be as follows:
  - a. Summer – Monday through Thursday 8:30 am to 3:00 pm (inclusive of one (1) hour for lunch), Friday 9:00 am - 2:00 pm (inclusive of one (1) hour for lunch), effective July 1 - August 30
  - b. Recess – Monday through Friday 9:00 am to 3:00 pm.

**ARTICLE IX**  
**HOLIDAYS, PLANT CLOSINGS, SNOW DAYS**

1. Ten (10) month employees shall receive all holidays and vacation days listed in the school calendar when the "plant" is closed down.
2. During the school year, twelve (12) month employees shall also receive, in addition to the holidays provided in the preceding paragraph 1, July 4<sup>th</sup> and Labor Day, as holidays. However, such twelve (12) month employees shall be required to work a total of seven (7) days during the three recess periods (Christmas, Winter and Spring), such days to be arranged with the approval of their immediate administrative supervisors, except that, if there shall be no winter recess, they shall only be required to work a total of five (5) days during the remaining two recess periods.
3. For the purpose of this Article, the "plant" shall be deemed to be closed down when neither the administrators, teachers, nor students are required to attend. further, a clerical/secretarial employee shall not be required to attend unless another District employee shall be required to be on duty in the building in which he/she is employed.

4. Notwithstanding any of the foregoing provisions to the contrary, when the "plant" shall be closed down because of snow days on which students would otherwise normally be required to attend, there shall be no makeup unless the students shall be required to make them up as well.
5. Part-time employees (defined and paid as described in Article II) who are employed for at least one semester and who work regularly during that period for at least fifteen (15) hours per week shall receive Veterans Day, Thanksgiving, the Day after Thanksgiving, Christmas, New Year's Day, Martin Luther King and Memorial Day (when they are employed during the semester in which these holidays occur) as paid holidays in accordance with the same number of hours worked on a normal workday, with a maximum of 4 ¼ hours per day, for each such part-time employee.

#### **ARTICLE X** **VACATIONS**

1. a. A twelve (12) month full-time employee who shall have been employed by the District for six (6) months or more shall be entitled to a vacation of one (1) work day for each month of employment, subject to a maximum of ten (10) work days in any one year.  
  
b. In lieu of vacation, a ten (10) month full-time employee having fifteen (15) years of continuous service with the District, hired before July 1, 2004, will receive one week's additional salary.  
  
c. The Board agrees that any ten (10) month employee requested by the Superintendent to move to a twelve (12) month position will be credited toward their vacation time (one-half (½) of their total years served in a ten month position). This will only be in effect for ten (10) month employees who have served five (5) or more years of continuous service in the district.
2. A twelve (12) month full-time employee who shall have been actually employed in the District for four (4) full consecutive years on or before July 1 of the year in which the vacation is to be taken, shall be entitled to a vacation of fifteen (15) working days in that and each subsequent year.
3. A twelve (12) month full-time employee who shall have been actually employed in the District for ten (10) full consecutive years on or before July 1 of the year in which the vacation is to be taken, shall be entitled to a vacation of twenty (20) working days in that and each subsequent year.
4. Vacations shall be spaced according to work load, consistent with the needs of the District and shall be taken at such times as may be approved by the Superintendent of Schools.



**ARTICLE XI**  
**NON-ATTENDANCE OF UNIT EMPLOYEES**

- 1. Full-time employees (12 month and 10 month) shall be entitled to full salary for non-attendance in the amounts for, and resulting from, causes listed as follows. They shall notify their supervisor at a telephone number supplied by the District of intended absence at least by 7:00 am of the day said absence commences.**
  - a. Absence up to and including five (5) days per year due to death of a member of the family. "Family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife, parent of a husband or wife, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt or uncle. The relationship of the deceased to the applicant shall be shown, with the date of death, on the claim for allowable payment. Additional leave for additional deaths may be granted if specifically approved by the Board of Education.**
  - b. Absence of one (1) day per year to attend the funeral of any individual toward whom the staff member feels a definite obligation. The name and address, with date of death of the deceased, shall be shown on the claim for allowable payment.**
  - c. Absence because of compliance with quarantine regulations of a public health officer or of a department of health, provided a certificate shall have been secured from a public health officer of a department of health showing the duration of period of quarantine, with the initial and terminal date.**
  - d. Absence for not more than five (5) single days in any school year for observance of religious holidays will be allowed. Religious holidays as herein used shall be those established by the Commissioner of Education as days for religious observance on which pupils may be excused upon the written request of the parent or guardian.**
  - e. Absence from duty due to serious illness or disability of husband, wife, parent, or child (or relative residing in the personal household).**
  - f. Personal illness or disability.**
- 2. The Board agrees to three (3) days of death-in-family absence not to be deducted from sick bank for both full and part-time employees.**

3. The number of days of non-attendance for reasons listed under 1 of this Article shall inure and accrue to the employees included as follows:

a. Annual Number of Days

<u>Years in System</u>	<u>Days</u>
1 - 3	15
Beyond 3	20

Employees hired as of July 1, 1997 shall receive the following:

1 - 5	10
Beyond 5	15

- b. Rate of Accrual – All unclaimed annual days shall be added to the annual number of days applicable to the succeeding year.
- c. Total Annual Days – The total annual days shall be the number of unclaimed annual days, plus the number of annual days, not to exceed 165 days, except that any clerical/secretarial employee who had accumulated in excess of 165 days up to a maximum of 183 days as of 6/30/76 shall be held harmless with regard thereto.
4. For urgent personal business, within the guidelines established by the Superintendent of Schools, two (2) days of non-attendance, with full salary, approved in advance, in writing by the building principal or supervising administrator, shall be permitted. The guidelines are attached (Attachment I).
5. One day per year of non-attendance will be allowed for any member of the unit unable reach work due to inclement weather, when the Superintendent of Schools approves the reason for such absence.
6. Non-attendance for jury duty shall be at full pay. Any remuneration resulting therefrom, shall inure to the District except reimbursement for travel and meals. The notice to appear shall be presented to the building principal or supervising administrator as soon as possible after receipt by the employee. Said notice and certification of the number of days served, counter-signed by a clerk of the court served, shall be filed with the claim for payment.

7. Any unauthorized non-attendance shall result in loss of pay in accordance with the per diem rate as follows: 1/200<sup>th</sup> of annual salary for the full time ten (10) month employee and 1/240<sup>th</sup> of the annual salary for the full time twelve (12) month employee and such other action under the law as may be deemed appropriate by the Superintendent of Schools.
8. Claims for payment for non-attendance
  - a. A claim for allowable payments must be filed with the Superintendent of Schools on forms provided for that purpose.
  - b. Claims for non-attendance due to personal illness or disability under 1.f. of this article, of more than three (3) consecutive days, must be accompanied by a certificate of a physician, dentist or podiatrist duly licensed to practice medicine in the State of New York, in the state where the illness occurred, or in the state where the applicant resides. Such certificates must be completed as prescribed by the Board of Education. In cases of protracted illness, after three calendar weeks, a physician's certificate shall be required and then repeated each two calendar weeks thereafter. In such cases, and in cases of contagious diseases, a physician's certification of fitness must be supplied to the Superintendent of Schools upon return to duty.
  - d. Claims for non-attendance due to personal illness may be denied by the Board of Education if the school physician, upon consultation with the personal physician of the employee, certifies that the absence is not justifiable.
- 9.a. The Board of Education may, when it deems it in the best interest of the School District, grant additional leave for extended illness.
- b. The Board of Education may in its discretion approve additional extended leave for recuperation at the request of either the employee or the Board of Education.
10. Part-time members of the unit regularly employed for ten (10) or more hours per week shall be entitled to be paid for days of non-attendance for causes and under procedures set forth in this Article, except that the number of days shall be limited as follows:

Years of Continuous Service	Days Per Year*
0 - 2	1
2 - 3	2
3 - 4	3
4 - 5	5
5 +	7

Part-time employees will be able to accumulate up to two (2) sick days per year to a maximum of twenty (20) days, effective 1987-88.

\*For the purposes of this section of the agreement, a day for each part time clerical/secretarial employee shall be the average hours per day employed during the four (4) weeks preceding each day of non-attendance.

## ARTICLE XII LEAVE OF ABSENCE

1. A leave of absence shall be granted without pay to any employee upon application for the following purposes:
  - a. Maternity for up to two (2) years;
  - b. Professional improvement, i.e., college courses for up to one (1) year.
2. Upon return from such leave, such clerical/secretarial employee shall be placed at the same position on the salary schedule as at the time the leave was taken.
3.
  - a. As to maternity leave, application shall be made at least sixty (60) days before the date of commencement of leave and, further, the Board shall not be required to restore the employee to service except on medical certificate, on sixty (60) days prior written notice of intention to return, and on a date of commencement of a semester next following the expiration of the period of leave applied for.
  - b. As to professional improvement leaves, application shall be made at least ninety (90) days before the date of commencing. Such a leave may not, however, commence or end during any instructional year. In granting or denying an application, the Superintendent of Schools may give consideration to the current staff requirements.
4. Notwithstanding anything in this Article to the contrary, maternity leave shall be applied for at least thirty (30) days prior to and shall commence not later than the end of the seventh (7<sup>th</sup>) month of pregnancy.
5.
  - a. In addition to other leaves provided in this article, an employee may be granted leave of absence without pay for reasons other than maternity or professional improvement.
  - b. Application for leave without pay under this section shall be for a maximum period of six (6) months.

- c. The reason for such leave request shall be stated in the employee's application to the Superintendent. Upon recommendation of the Superintendent to the Board, the Board may grant such leave to the employee.
- d. Upon return from such leave, the employee shall be placed at the same position in the salary schedule as at the time the leave was taken.

**ARTICLE XIII**  
**SALARIES AND OTHER COMPENSATION**

- 1. Except for compensation otherwise provided for employees mentioned in Article II, Paragraph 2, of this agreement, secretarial/clerical employees shall be compensated as follows:
  - a. For the year 2004/05, 3.25 percent will be applied to the full-time and part-time schedules
  - b. For the year 2005/06, 3.25 percent will be applied to the full-time and part-time schedules
  - c. For the year 2006/07, 3.25 percent will be applied to the full-time and part-time schedules
- 2.a. Salaries for the ten (10) month employees are pro-rated at 10/12<sup>th</sup>s of the annual salaries of the twelve (12) month employees.
- b. Any regular ten (10) month employee who is required to work beyond the normal work year in her position title should be compensated at the rate specified for his/her position title.
- 3.a. Regular ten (10) month and twelve (12) month employees who shall work, except for open school night, in any week over 35 hours shall receive straight overtime pay up to 40 hours. Time and one half overtime pay for hours in excess of 40 hours will be paid. The district will reimburse employees for overtime worked only with prior approval of the Superintendent of Schools. Should the Superintendent not be available, the employee's immediate supervisor will make the decision regarding overtime work. Compensation time or equal time off for time worked shall be eliminated from the contract.
- b. Employees who work at Open School Night shall be paid for three and one-half (3 ½) hours at their regular rate, but such time shall not be considered in computing overtime as above provided.
- c. Part-time employees working during a week which has a holiday for which they are not paid, are permitted to work additional hours. The total number of compensated hours during that week shall not exceed 17 ¼.

4. For future adjustments, anniversary dates will be July 1 for all employees.

5. Longevity:

a. The Board agrees to include longevity in salary increases:

2004/2005

For nine (9) full consecutive years of actual service within the District,

Add \$508;

For fourteen (14) full consecutive years of actual service add \$1,017

For nineteen (19) years full consecutive years of actual service add \$1,526

For twenty-four (24) years full consecutive years of actual service add \$2,035

b. The Board agrees to compensate part-time employees' longevity pay at a rate of one half (½) the amount paid to full-time employees.

c. Employees hired after July 1, 2004 will not receive longevity pay.

6. Opt-out Health Insurance

a. If a full-time member chooses to opt out of the health insurance coverage provided by the District, such member will be reimbursed \$500 for waiving individual coverage or \$1,000 for waiving family coverage. These amounts will be paid in one payment per year. The member must be out of the district's health insurance plan for one full year before receiving such payment.

7. Check Option

a. Full-time ten (10) month employees shall be paid semi-monthly with the option of selecting an annual pay distributed in twenty (20) or twenty-four (24) pay checks.

ARTICLE XIV  
DENTAL INSURANCE

1. The existing Group Dental Plan will be continued.

2. For the term of this Agreement, the District will contribute the full premium cost for eligible employees participating.

ARTICLE XV  
LIFE INSURANCE

Each member of the unit will be provided the option for life insurance coverage of \$20,000. For the term of this agreement, the District shall contribute one half (½) of the premium and the employee shall contribute one half (½) of the premium.

**ARTICLE XVI**  
**MEDICAL, SURGICAL AND DISABILITY INSURANCE**

- 1.a. The Board of Education shall provide each employee with single or family membership in a medical and surgical plan equal to that provided for teachers in the Mineola School District. Such coverage will be financed as set forth in 1 b, c, and d of this Article.
- b. 1986/87 - same as previous contract
- c. 1987/88 - as of January 1, 1988, the District will pay 80% of medical premium and the employee will pay 20%.
- d. For all other years of this contract, the District will pay 85% of the medical premium and the employee will pay 15%.
- e. The Board of Education shall provide each employee with long-term disability insurance coverage equivalent to the benefit teachers now have at a premium cost to the District of approximately \$1,000.00 per year and at no cost to the employee.

**ARTICLE XVII**  
**VANDALISM**

The District will budget the sum of \$300.00 annually to reimburse substantiated claims of vandalism in the school parking lots during school hours or at other authorized times. Such reimbursement shall be to a maximum of \$100.00 per claim of amount not reimbursed by employee's insurance.

**ARTICLE XVIII**  
**TAX-SHELTERED ANNUITIES**

Variable tax-sheltered annuity programs will be made available to the members of the Association for the purchase by them, with no contribution by the Board to any fund, and at no incremental administrative cost to the Board, and provided that no additional personnel or equipment need be acquired to accomplish the purpose.

**ARTICLE XIX**  
**SENIORITY AND PROMOTIONS**

1. Consistent with Civil Service Regulations and eligibility, seniority will apply in all promotions although due consideration will be given to ability, skill and efficiency. Where those factors are relatively equal, in the reasonable discretion of the Board, seniority will govern.

2. Notice of the availability of a vacancy in the unit shall be posted prior to the filling of same. The President of the unit, or her designee, shall be similarly notified at the same time.
3. Where an employee represented by this negotiating unit advances to another position title, she shall be placed at her existing step in the new position title.

## **ARTICLE XX**

### **RETIREMENT AND INCENTIVES**

1. Upon retirement from the School District, under Civil Service retirement provisions, or when leaving the District, the employee will be reimbursed forty percent (40%) of sick leave accumulated as provided in Article XI, up to a maximum accumulation of 165 days.
2. In addition, any employee eligible for New York State retirement who notifies the Superintendent on or before January 1 of intent to retire at least ninety (90) days thereafter, but not later than June 30 of that year, shall receive a retirement bonus of \$500.00 at the time of retirement.
3. The Board agrees that courses taken related to the field in which the clerical/secretarial workers employed will be compensated as follows: 10 credits = \$500.00 per year upon approval of the Superintendent (part-time clerical employees will be compensated \$250.00 for 10 credits).

## **ARTICLE XXI**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

1. Grievance Procedures:
  - a. Definition of Terms: The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, existing orders, work rules and/or by-laws of the District. The term "employee representative" shall mean the MUFSDCSEA. The term "appeal" shall mean the process or procedure by which the employee or his/her representative presents to the grievance committee a grievance which the Superintendent of Schools has reviewed. The term "school days" shall mean working days. These would be days on which the members of the employee's unit as a whole are expected to report for work; or during the summer months when a person is employed by the District as part of his/her regular appointment, as in the case of eleven and twelve month non-professional employees; or when an individual is employed for a special project, the term "school days" shall mean regular working days.



## **2. Grievance Committee:**

- a. There shall be one grievance committee as follows:  
**Non-Professional Grievance Committee** to be composed of: a member each, selected by and from each respective non-professional group negotiating unit within the District; one additional member to be selected by the aforesaid members from among the non-professional staff who shall be chairman; and one further member to be selected by the Superintendent of Schools. Such committee shall entertain grievances from members of the non-professional staff.
- b. The term of office of each position on the committee shall be for two (2) years expiring June 30 in each odd numbered year next ensuing appointment.
- c. The grievance committee shall meet from time to time as necessary upon call of the chairman.
- d. Any recommendations of the grievance committee shall require the approval of at least a majority of its total membership.
- e. If a member of the grievance committee has a grievance him/herself, he/she shall be replaced pro tem by the same authority responsible for placing him/her there in the first instance.

## **3. Procedures:**

- a. The first state shall consist of the employee or his/her representative's presentation of the employee's grievance to the employee's immediate supervisor who shall, to the extent necessary or appropriate, consult with and, by necessity, permit the employee or the employee's representative to consult with any of the employee's higher ranking supervisors. The discussion and resolution of grievance in the first stage shall be on an oral or written basis, at the employee's or his/her representative's request. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.
- b. If a grievance is not satisfactorily settled at a lower stage, the employee or the employee's representative may request a review of the determination of the immediate supervisor by the Superintendent of Schools. In such case, the specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and the appropriate supervisor. The written review by the Superintendent shall be sent to both the employee and the employee's representative and to the supervisor.

- c. If the employee or supervisor is not satisfied with the review of the Superintendent, the employee may appeal from the determination of the Superintendent to the District Grievance Committee. The grievance committee, on the request of the employee or the supervisor, shall hold an informal hearing at which the employee and the employee's representative, if any, shall appear and may present oral statements or arguments, in addition to the written statements of the grievance as presented by the aggrieved and the immediate supervisor. An official copy of the Superintendent's written review and determination should be made available to the committee, as should all pertinent services of the District to facilitate its work. The committee shall advise and make a recommendation to the Board of Education, copies of which shall go to the employee or the employee's representative, if any, to the immediate supervisor, to the Superintendent of Schools.
- d. The aggrieved or the supervisor upon the employee's or his/her representative's request, shall have the right to a hearing before the board, which shall at the Board's option be the entire Board or a committee of at least a majority of, at which time the employee and/or the employee's supervisor shall appear if directed. The decision shall be made by the Board, copies of which shall be sent to the Superintendent of Schools, the aggrieved or the aggrieved representative and to the appropriate supervisor.
- e. The foregoing procedures do not in any way negate the right of the aggrieved to take the employee's grievance to the Commissioner of Education and/or the civil courts, following pursuit of such foregoing procedures in the first instance.
- f. The MUFSDCSEA may at its option, in behalf of itself or the aggrieved, waive the District Grievance Committee step provided in paragraph "c" in this Section 3.
- 4. Time Limitations:

  - a. At the first procedural stage, the responsible supervisor shall be required to report his Decision to the aggrieved employee or the employee's representative within five (5) School days of the date of initial presentation.
  - b. Should the employee wish the supervisor's decision to be reviewed by the Superintendent of Schools, the employee or representative shall be required to request such review within five (5) school days following the receipt of the supervisor's decision. In such event the employee will notify the appropriate supervisor of the employee's intent.
  - c. Both parties, the aggrieved and the appropriate supervisor, shall be required to reduce the facts to writing and forward them to the Superintendent of Schools with five (5) school days following the notification of the request for a review.

- d. The Superintendent of Schools shall be required to review the grievance and render his decision within five (5) school days following receipt of the information.**
  - e. The Board of Education shall render its decision within twenty (20) school days of the hearing before it.**
  - f. Referral of a grievance to the next procedural stage shall be automatic in the event of the failure of a supervisor to communicate a decision within the specified time limits.**
  - g. The aggrieved and/or the aggrieved representative and the appropriate supervisor shall be given at least forty-eight (48) hours notice of the date of the Board hearing, which shall be held no later than 9:00 pm.**
- 5. Whenever a grievance is presented by an individual employee, no adjustment may be inconsistent with the terms and provisions of this Agreement. At such adjustment, the MUFSDCSEA shall have been given the opportunity to be present.**
- 6. Arbitration:**
- a. For purposes of arbitration, a grievance between the parties signatory to this Agreement is defined as any controversy or dispute as to the meaning, interpretation or application of any provision of this Agreement.**
  - b. Any such grievance may at the option of either of the parties signatory to this Agreement, and no others, be submitted for arbitration to the American Arbitration Association under its rules and procedures then prevailing.**
  - c. The award of the arbitrator shall be final, binding and conclusive, and its terms and conditions shall be promptly complied with by both parties. The award of the arbitrator may not alter, amend or modify any of the terms of this Agreement.**
  - d. The administrative charges, if any, of the American Arbitration Association and the fees and expenses of the arbitrator shall be borne by the party against whom the award is rendered.**
- 7. The MUFSDCSEA shall have the right to initiate any procedure with this Article at the lowest step appropriate to the nature of the grievance.**

**ARTICLE XXII**  
**RENEWAL OF AGREEMENT**

1. Upon the written request of either party to the other, a meeting date shall be set not later than January 1, 2007 and thereafter at mutually convenient times and as frequently as required for the purpose of negotiating a successor Agreement.
2. The substance of all meetings shall be private and confidential. All proceeds shall be confidential, except that both parties agree to the issuance of joint statements of progress and both parties are at liberty to discuss matters under consideration with respective memberships.

**ARTICLE XXIII**  
**LEGISLATIVE ACTION**

1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body had given approval. (Sec. 204-a (1) Civil Service Law)

**ARTICLE XXIV**  
**NO STRIKE**

1. The MUFSDCSEA specifically agrees that it shall not engage in a strike or cause, instigate, encourage or condone a strike.

**ARTICLE XXV**  
**DEFINITION OF ACTUAL OR CONTINUOUS SERVICE**

1. As used in this Agreement and in the Schedules, annexed hereto, the terms "continuous employment", "actually employed", "actual service", and "years of service" in the District and similar phrases are agreed to mean actual and continuous service in District employment with no credit for service rendered outside of District employment nor, in the case of full-time employees, for service rendered as a part-time employee.

**ARTICLE XXVI**  
**TRANSFERS**

1. It is agreed that every effort will be made by the District to notify any affected employee, and his/her representative, at least 30 days prior to any permanent transfer.

**ARTICLE XXVII**  
**EXCESSING**

1. Should the District deem excessing necessary, it shall be done in seniority order for competitive and non-competitive employees, as well as in accordance with all Civil Service Laws.

**ATTACHMENT I**

**ADMINISTRATIVE GUIDELINES DEALING WITH PERSONAL LEAVE DAYS**

Personal days should be approved only for those situations which require an employee's attendance during school hours and which cannot be taken care of outside of school hours. The following is illustrative of some of the situations for which personal day approval should be granted:

- a. Legal matters: house closings, income tax hearings, adoption proceedings, court appearances and other personal legal matters.
- b. Graduation of employee or spouse, graduation of child, honors and awards ceremonies involving the teacher or spouse or child.

The above situations are only examples of the types which would fit under this policy and do not constitute the only acceptable reasons for absence. The administrator's discretion should be used in making final determination of this. If there is a disagreement, the Superintendent's office should be consulted.

Any request for a personal day which immediately precedes or follows a school holiday or vacation or is on a Friday or Monday should be scrutinized most carefully.

Advance approval in writing from the administrator shall be required. In cases of emergency when advance notice of the need for a personal day cannot be given, the employee should, upon returning to school, apply for retroactive approval.

**DURATION OF AGREEMENT**

The Agreement is effective for a term from July 1, 2004 through June 30, 2007.

Dated:

Mineola, New York

In Witness Whereof, the undersigned have set their hands on the date above written.

MINEOLA UNION FREE SCHOOL DISTRICT

MINEOLA UNION FREE SCHOOL DISTRICT  
CLERICAL/SECRETARIAL  
EMPLOYEES ASSOCIATION

BY: Lorenzo Licopoli  
Lorenzo Licopoli  
Superintendent of Schools

BY: Catherine Schwarz  
Catherine Schwarz  
President

Sworn to me  
before 14<sup>th</sup> day of November 2005

-19-

Donna M. Martillo  
NOTARY PUBLIC

DONNA M. MARTILLO  
Notary Public, State of New York  
No. 01MA5044361  
Qualified in Nassau County  
Commission Expires May 30, 2007

TEN MONTH CLERICAL - EFFECTIVE 7/1/04 - 6/30/05

Step	Steno-Secretary I	Senior Stenographer II	Multi-Key Operator III	Sr. Library Clk Stenographer Sr. Typist Clk IV	Typist Clerk V	Part-time Account Clerk VI	Part-time Typist Clerk VII
1	33505	31040	29666	28637	27384	23.15	17.83
2	36690	34084	32615	31522	30193	23.34	18.21
3	37792	35170	33717	32618	31276	23.53	18.59
4	38883	36270	34819	33708	32374	23.71	18.78
5	39981	37365	35904	34809	33467	23.90	18.96
6	41349	38735	37279	36176	34842	24.16	19.15
7	42445	39832	38373	37280	35937	24.40	19.28
8	43915	40920	39458	38376	37029	24.67	19.42
9	45370	42016	40566	39472	38116	25.29	19.90
10	46832	43114	41649	40556	39223	25.92	20.40
11	49635	45792	44276	43150	41760	26.56	20.91
12	51123	47167	45604	44447	43012	27.23	21.43
13	51634	47639	46060	44891	43442	27.50	21.64
14	52150	48115	46521	45340	43876	27.79	21.86

LONGEVITY

**FULL TIME**

- L1 - After 9 full consecutive years of actual service within the District - Add \$508.00
- L2 - After 14 full consecutive years of actual service within the District - Add \$1,017.00
- L3 - After 19 full consecutive years of actual service within the District - Add \$1,526.00
- L4 - After 24 full consecutive years of actual service within the District - Add \$2,035

**PART TIME**

- L1 - After 9 full consecutive years of actual service within the District - Add \$.36
- L2 - After 14 full consecutive years of actual service within the District - Add \$.73
- L3 - After 19 full consecutive years of actual service within the District - Add \$1.08
- L4 - After 24 full consecutive years of actual service within the District - Add \$1.45

TEN MONTH CLERICAL - EFFECTIVE 7/1/05 - 6/30/06

Step	Steno-Secretary I	Senior Stenographer II	Multi-Key Operator III	Sr. Library Clk Stenographer Sr. Typist Clk IV	Typist Clerk V	Part-time Account Clerk VI	Part-time Typist Clerk VII
1	34594	32049	30630	29568	28274	23.90	18.41
2	37882	35192	33675	32546	31174	24.10	18.80
3	39020	36313	34813	33678	32292	24.29	19.19
4	40147	37449	35951	34804	33426	24.48	19.39
5	41280	38579	37071	35940	34555	24.68	19.58
6	42693	39994	38491	37352	35974	24.95	19.77
7	43824	41127	39620	38492	37105	25.19	19.91
8	45342	42250	40740	39623	38232	25.47	20.05
9	46845	43382	41884	40755	39355	26.11	20.55
10	48354	44515	43003	41874	40498	26.76	21.06
11	51248	47280	45715	44552	43117	27.42	21.59
12	52784	48700	47086	45892	44410	28.11	22.13
13	53312	49187	47557	46350	44854	28.39	22.34
14	53845	49679	48033	46814	45302	28.69	22.57

LONGEVITY

FULL TIME

- L1 - After 9 full consecutive years of actual service within the District - Add \$525.00
- L2 - After 14 full consecutive years of actual service within the District - Add \$1,050.00
- L3 - After 19 full consecutive years of actual service within the District - Add \$1,576.00
- L4 - After 24 full consecutive years of actual service within the District - Add \$2,101.00

PART TIME

- L1 - After 9 full consecutive years of actual service within the District - Add \$.37
- L2 - After 14 full consecutive years of actual service within the District - Add \$.76
- L3 - After 19 full consecutive years of actual service within the District - Add \$1.12
- L4 - After 24 full consecutive years of actual service within the District - Add \$1.49



TEN MONTH CLERICAL - EFFECTIVE 7/1/06 - 6/30/07

Step	Steno-Secretary I	Senior Stenographer II	Multi-Key Operator III	Sr. Library Clk Stenographer Sr. Typist Clk IV	Typist Clerk V	Part-time Account Clerk VI	Part-time Typist Clerk VII
1	35718	33091	31625	30529	29193	24.68	19.01
2	39113	36336	34769	33604	32187	24.88	19.41
3	40288	37493	35944	34773	33341	25.08	19.81
4	41452	38666	37119	35935	34512	25.28	20.02
5	42622	39833	38276	37108	35678	25.48	20.22
6	44081	41294	39742	38566	37143	25.76	20.41
7	45248	42464	40908	39743	38311	26.01	20.56
8	46816	43623	42064	40911	39475	26.30	20.70
9	48367	44792	43245	42080	40634	26.96	21.22
10	49926	45962	44401	43235	41814	27.63	21.74
11	52914	48817	47201	46000	44518	28.31	22.29
12	54499	50283	48616	47383	45853	29.02	22.85
13	55045	50786	49103	47856	46312	29.31	23.07
14	55595	51294	49594	48335	46774	29.62	23.30

LONGEVITY

**FULL TIME**

- L1 - After 9 full consecutive years of actual service within the District - Add \$542.00
- L2 - After 14 full consecutive years of actual service within the District - Add \$1,084.00
- L3 - After 19 full consecutive years of actual service within the District - Add \$1,627.00
- L4 - After 24 full consecutive years of actual service within the District - Add \$2,169

**PART TIME**

- L1 - After 9 full consecutive years of actual service within the District - Add \$.39
- L2 - After 14 full consecutive years of actual service within the District - Add \$.78
- L3 - After 19 full consecutive years of actual service within the District - Add \$1.16
- L4 - After 24 full consecutive years of actual service within the District - Add \$1.54

TWELVE MONTH CLERICAL - EFFECTIVE 7/1/04 - 6/30/05

Step	Principal Acct Clerk	Sr Acct Clk Principal Clk Steno-Secretary	Account Clerk	Senior Steno Prinpl Typ/Clk	Multi-Key Operator	Sr Library Clk Sr Typist Clk Telephone Oper Stenographer	Typist Clerk	Clerk
	I	II	III	IV	V	VI	VII	VIII
1	44772	40202	38913	37253	35603	34366	32857	31622
2	48594	44027	42645	40904	39141	37831	36231	34911
3	49911	45343	43962	42210	40453	39143	37532	36230
4	51226	46659	45277	43525	41781	40447	38852	37532
5	52542	47976	46592	44836	43088	41768	40167	38839
6	54183	49620	48237	46485	44728	43409	41810	40486
7	55504	50935	49552	47800	46043	44729	43129	41802
8	57259	52693	50866	49101	47353	46048	44440	43115
9	59009	54445	52178	50418	48678	47365	45746	44430
10	60763	56199	53487	51735	49979	48677	47064	45746
11	64132	59568	56761	54954	53133	51781	50107	48734
12	66056	61352	58462	56601	54727	53333	51611	50196
13	66717	61966	59047	57167	55274	53866	52127	50698
14	67384	62586	59637	57739	55827	54405	52648	51205

LONGEVITY

- L1 - After 9 full consecutive years of actual service within the District - Add \$508.00
- L2 - After 14 full consecutive years of actual service within the District - Add \$1,017.00
- L3 - After 19 full consecutive years of actual service within the District - Add \$1,526.00
- L4 - After 24 full consecutive years of actual service within the District - Add \$2,035

TWELVE MONTH CLERICAL - EFFECTIVE 7/1/05 - 6/30/06

Step	Principal Acct Clerk	Sr Acct Clk Principal Clk Steno-Secretary	Account Clerk	Senior Steno Prinpl Typ/Clk	Multi-Key Operator	Sr Library Clk Sr Typist Clk Telephone Oper Stenographer	Typist Clerk	Clerk
	I	II	III	IV	V	VI	VII	VIII
1	46227	41509	40178	38464	36760	35483	33925	32650
2	50173	45458	44031	42233	40413	39061	37409	36046
3	51533	46817	45391	43582	41768	40415	38752	37407
4	52891	48175	46749	44940	43139	41762	40115	38752
5	54250	49535	48106	46293	44488	43125	41472	40101
6	55944	51233	49805	47996	46182	44820	43169	41802
7	57308	52590	51162	49354	47539	46183	44531	43161
8	59120	54406	52519	50697	48892	47545	45884	44516
9	60927	56214	53874	52057	50260	48904	47233	45874
10	62738	58025	55225	53416	51603	50259	48594	47233
11	66216	61504	58606	56740	54860	53464	51735	50318
12	68203	63346	60362	58441	56506	55066	53288	51827
13	68885	63980	60966	59025	57070	55617	53821	52346
14	69574	64620	61575	59616	57641	56173	54359	52869

LONGEVITY

- L1 - After 9 full consecutive years of actual service within the District - Add \$525.00
- L2 - After 14 full consecutive years of actual service within the District - Add \$1,050.00
- L3 - After 19 full consecutive years of actual service within the District - Add \$1,576.00
- L4 - After 24 full consecutive years of actual service within the District - Add \$2,101.00

TWELVE MONTH CLERICAL - EFFECTIVE 7/1/06 - 6/30/07

Step	Principal Acct Clerk	Sr Acct Clk Principal Clk Steno-Secretary	Account Clerk	Senior Steno Prinpl Typ/Clk	Multi-Key Operator	Sr Library Clk Sr Typist Clk Telephone Oper Stenographer	Typist Clerk	Clerk
	I	II	III	IV	V	VI	VII	VIII
1	47729	42858	41484	39714	37955	36636	35028	33711
2	51804	46935	45462	43606	41726	40330	38625	37217
3	53208	48339	46866	44998	43125	41728	40011	38623
4	54610	49741	48268	46401	44541	43119	41419	40011
5	56013	51145	49669	47798	45934	44527	42820	41404
6	57762	52898	51424	49556	47683	46277	44572	43161
7	59171	54299	52825	50958	49084	47684	45978	44564
8	61041	56174	54226	52345	50481	49090	47375	45963
9	62907	58041	55625	53749	51893	50493	48768	47365
10	64777	59911	57020	55152	53280	51892	50173	48768
11	68368	63503	60511	58584	56643	55202	53416	51953
12	70420	65405	62324	60340	58342	56856	55020	53511
13	71124	66059	62947	60943	58925	57425	55570	54047
14	71835	66720	63576	61554	59514	57999	56126	54587

LONGEVITY

- L1 - After 9 full consecutive years of actual service within the District - Add \$542.00
- L2 - After 14 full consecutive years of actual service within the District - Add \$1,084.00
- L3 - After 19 full consecutive years of actual service within the District - Add \$1,627.00
- L4 - After 24 full consecutive years of actual service within the District - Add \$2,169.00

